

ZB# 02-70

**Ronald & Larisue
McDermott**

15-4-30

02-70

McDermott, Ronald + Larisue
- Area 1brian
15-4-30 Myrtle Ave

Preliminary

12/9/02

P.H. 2/10/03

Tabbed - photos
2/24/03

APPROVED

4/03

APPLICATION FEE (DUE AT TIME OF FILLING OF APPLICATION)

FILE # 02-70 TYPE: AREA Area USE _____

APPLICANT: McDermott, Ronald & Larissa
88 Merline Ave
New Windsor, NY

TELE: 561-0564 (Bob Biagini - 914-447-0235)

RESIDENTIAL:	<u>\$ 50.00</u>	CHECK # _____
COMMERCIAL:	<u>\$150.00</u>	CHECK # _____
INTERPRETATION:	<u>\$150.00</u>	CHECK # _____
ESCROW:	<u>300.00</u> <u>\$500.00</u>	CHECK # <u>7098</u>

DISBURSEMENTS:

	MINUTES <u>\$4.50 PER PAGE</u>	ATTORNEY FEES <u>\$35.00 / MEETING</u>
PRELIM..... ^{12/9}	<u>\$ 13.50</u>	<u>\$ 35.00</u>
2 ND PRELIM.....	_____	_____
3 RD PRELIM.....	_____	_____
PUB HEARING..... ^{2/10}	<u>54.00</u>	<u>35.00</u>
PUB HEARING (CONT)... <i>Tabled 2/24</i>	<u>40.50</u>	<u>35.00</u>
TOTAL	<u>\$ 108.00</u>	<u>\$ 105.00</u>

OTHER CHARGES:..... \$ _____

• • • • •

ESCROW POSTED:	<u>\$ 300.00</u>
AMOUNT DUE:	<u>\$ _____</u>
REFUND DUE:	<u>\$ 87.00</u>

INTERPRETATION:

\$150.00

CHECK #

ESCROW:

~~\$500.00~~
\$300.00

CHECK # 7098

DISBURSEMENTS:

	MINUTES \$4.50 PER PAGE	ATTORNEY FEES \$35.00 / MEETING
PRELIM..... ^{12/9}	\$ 13.50	\$ 35.00
2 ND PRELIM.....		
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TOTAL	\$ 108.00	\$ 105.00

OTHER CHARGES:..... \$

• • • • •

ESCROW POSTED: \$ 300.00
AMOUNT DUE: \$
REFUND DUE: \$ 87.00

Need Pictures

Notify Bob Biagini (914) 447-0235



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

OFFICE OF THE ZONING BOARD OF APPEALS

April 29, 2003

Highview Estates of O.C., Inc.
P.O. Box 286
Salisbury Mills, NY 12577

ATTN: BOB BIAGINI

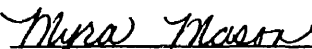
SUBJECT: 15-4-30 VARIANCE REQUEST (MC DERMOTT)

Dear Mr. Biagini:

Please find enclosed two copies of the Formal Decision for your case before the Zoning Board of Appeals. Please keep these copies in your records for future reference if needed.

If you are in need of any further assistance or have any questions in this matter, please feel free to contact me at the above number.

Very truly yours,


Myra Mason, Secretary to the
NEW WINDSOR ZONING BOARD

MLM:mlm

NEW WINDSOR ZONING BOARD OF APPEALS

SBL: 15-4-30

In the Matter of the Application of

MEMORANDUM OF
DECISION GRANTING

RONALD & LARISUE MC DERMOTT

AREA

CASE #02-70

WHEREAS, Ronald & Larisue McDermott, owners of 81 Myrtle Avenue, New Windsor, New York, 12553, has made application before the Zoning Board of Appeals for a/an 8,000 sq. ft. Minimum Lot Area; 30 ft. Minimum Lot Width; 5 ft. Required Front Yard Setback; and 10 ft. Required Rear Yard Setback and;

WHEREAS, a public hearing was held on the February 10, 2003 and continued on February 24th, 2003 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Mr. Robert Biagini appeared on behalf of this Application; and

WHEREAS, there were two spectators appearing at the public hearing; and

WHEREAS, one spoke in favor of and one spoke in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The Evidence presented by the Applicant showed that:

- (a) The property is a residential property located in a neighborhood of residential properties.

- (b) The applicant is the owner of this parcel and part owner of an apparently contiguous parcel, although the two parcels have separate tax lot numbers and the total ownership of the two parcels is not identical.

- (c) This lot does not fit the definition of a non-conforming lot of record in the Town Code because it lacks the required front and rear yard setbacks.
- (d) The applicant proposes to build a one-family house on the property, which house will be similar in size and appearance to other houses in the neighborhood.
- (e) Under the Town Code, he would be able to construct a house 25 ft. by 36 ft. The applicant is seeking to construct a house which is 28 ft. by 36 ft. with a rear yard deck. The small increase in size is what necessitates this application.
- (f) There was no Supreme Court finding that the lots are attached.
- (g) It appears that taxes have been paid on this lot since 1987 and that it is a buildable lot.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted.
4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 8,000 sq. ft. Minimum Lot Area; 30 ft. Minimum Lot Width; 5 ft. Required Front Yard Setback; and 10 ft. Required Rear Yard Setback and; at the above residence, in an R-4 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: April 22, 2003


Chairman

**TOWN OF NEW WINDSOR
ENGINEER, PLANNING BOARD
AND ZONING BOARD OF APPEALS
OFFICE
845-563-4615**

MEMORANDUM

TO: LARRY REIS, COMPTROLLER
FROM: MYRA MASON, SECRETARY TO THE ZONING BOARD
DATE: APRIL 25, 2003
SUBJECT: ESCROW REFUND (MC DERMOTT)

**PLEASE ISSUE A CHECK IN THE AMOUNT OF \$ 87.00 TO CLOSE OUT
ESCROW FOR:**

ZBA FILE #02-70

NAME: HIGHVIEW ESTATES OF O.C., INC.

ADDRESS: P.O. BOX 286

SALISBURY MILLS, NY 12577

THANK YOU,

MYRA

L.R. 4/25/03

MC DERMOTT

Mr. Robert Biagini appeared before the board for this proposal.

MR. TORLEY: We tabled the Biagini variance request, however, it's not on the agenda because there are two different ways of expressing when it was going to be held. Mr. Kane at the last meeting said we're tabling it to the next meeting and then we asked Myra for the date and Myra gave us March 10 because that was the next available slot so we wanted to be ready in case you want to do it tonight or March 10. Is there anyone here for it? We opened and closed the public hearing already.

MR. KANE: My intention was for the next meeting as I stated. Andy, any problem with that one way or the other with putting a date down and compared to what I said?

MR. KRIEGER: I don't think so.

MR. TORLEY: Again, since we had opened and closed the public hearing so we're not accepting anymore public comment.

MR. KANE: Make a motion that we remove that item from the table and finish the discussion this evening.

MR. MC DONALD: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: In my mind, I wanted the extra time to look at this, its Section 4826 B which is talking about non-conforming lots in common ownership and Myra has handed me a copy of that relevant section of the code, she's copied it here. Now, the problem arises because we had two non-conforming lots held in common ownership

9 pp

and as you can see by the first attachment on Part B, I need not read it all into the record, but basically says two or more non-conforming subdivision lots not in separate ownership shall have three years from the date of final approval to obtain a building permit under the provisions of 46-26 A. Basically, you've got three years to do something with it after you buy it. The purpose as I understand this law and I yield to others if you have a different understanding was that the Town Board had wanted to ensure that if there's a series of non-conforming lots bought in one chunk, you could not make a conforming lot, you could not then go back and recreate non-conforming lots from that. I'm asking our legal opinion if I'm interpreting that in a reasonable manner?

MR. KRIEGER: Yes, you are.

MR. TORLEY: The question then arises whether A, we would have the right power to vary that in any case and second, whether that whole issue B has been rendered moot by our court decisions. I don't remember any that address this particularly, there were some court decisions regarding not pre-existing non-conforming lots but I'm not sure if they're relevant to this particular part of the code. Now, the other part that that I have asked Myra to put on was the non-conforming lots that were permitted to be used in any case and it is my recollection that this lot would not meet those criteria given what the gentleman intended to do with it.

MR. BABCOCK: That's correct.

MR. TORLEY: It was the Town Board's stated opinion at the end of that section actually Part F that it's the finding of the Town Board that the development of non-conforming lots not meeting the above criteria described in Section E will meet the proper and orderly development and general welfare of the community. So we have those two issues to address. I'm asking for your input on this matter. I really would appreciate it what you guys think on this. While they're considering it, let me ask you a couple questions. The house you're going to construct could leaving aside

non-conforming adjoining lots for the moment, just the variances you requested, the house you would like to construct in that architecturally you could fit a house on the property footprint for the lot on the lot or not.

MR. BIAGINI: Yes.

MR. TORLEY: A house could be made to fit in the buildable footprint?

MR. BIAGINI: Right but it wouldn't be desirable.

MR. TORLEY: The house you wish to build is going to be what?

MR. BIAGINI: 36 x 28.

MR. TORLEY: And that's what commonly termed a bi-level?

MR. BIAGINI: Colonial.

MR. TORLEY: So the house would not then be designed with an elevated rear deck in mind?

MR. BIAGINI: Right.

MR. TORLEY: Cause there have been occasions in the past where there have been houses built where the rear of the house is at the rear of the permissible footprint and it's a bi-level with the sliding glass doors onto nothing, so the owner would have to build a legal deck for safety reasons but that's not the case with the house you're going to construct here?

MR. BIAGINI: Yes.

MR. BABCOCK: Yes, he's proposing a deck which makes the rear yard, it's part of the application, makes his rear yard variance much larger.

MR. KANE: And it's a small deck?

MR. BIAGINI: Right.

MR. MC DONALD: 10 x 12.

MR. BIAGINI: Yes.

MR. KANE: Michael, if this variance is granted, does that make the additional, the existing house non-conforming on the existing lot that they have right now?

MR. BIAGINI: It's two separate parcels.

MR. TORLEY: No, that's the question we're going to assume for your argument that we're considering that there are two separate lots there, right?

MR. BIAGINI: Yes.

MR. TORLEY: So if they went to go and sell the house, would they be in here looking for a variance on that, on the existing home that's on there?

MR. BABCOCK: No, cause there's a line between, they're two separate lots just as if you think about it as if two different parties own the lots.

MR. TORLEY: So the existing house is okay with the code?

MR. BABCOCK: Yes, the only reason they're here is because the same owner of the lots.

MR. KANE: Have, to your knowledge, has taxes been paid separately on both lots all these years?

MR. BIAGINI: Yes.

MR. TORLEY: You're the owners?

MR. MC DERMOTT: Yes.

MR. TORLEY: The problem I confess that I have is that section of the code requiring non-conforming lots and you understand why they may have put that in the code, you have to make sure whether that applies. If it does

apply to you, are we permitted in law to vary that.

MR. MC DERMOTT: I understand.

MR. TORLEY: Just want to make sure no matter what happens your house is legal, want to make sure that you're not going to be bit by that.

MR. MC DERMOTT: Right.

MR. KANE: The only problem I have, Larry, with it is that I have a problem with people paying taxes on a piece of property for X number of years and then not being able to do anything with that and that's, you know, I understand what their intent was as far as that but I think that actually is my own personal opinion is that when they purchased the separate lots at the same time to me it should have been the Town's responsibility to say that they're both non-conforming lots and they should have been joined at that time one tax payment made and that's my own personal opinion on it.

MR. BABCOCK: Applicant's saying that they have been paying taxes since 1987 as a buildable lot.

MR. KRIEGER: They maintain they are not considered attached because they maintain their separate existence throughout.

MR. KANE: If they maintained that.

MR. KRIEGER: Only way the lots can become attached is if there's a Supreme Court finding that they're attached. Other than that, they're not attached so we have the criteria that says they have to be attached and in common ownership, that's a two step requirement so even if they meet one of the requirements, they won't necessarily meet the other one.

MR. TORLEY: I'm a little confused here, what you're saying is even though the lots are physically adjacent, contiguous, they're considered two lots despite Part B.

MR. KRIEGER: Yes, and that I think is the infirmity of

B that you focused on later, they don't automatically, lots which are contiguous which happen to be owned by the same owner assuming that's the case.

MR. BABCOCK: That's the case.

MR. KRIEGER: Even if they were, the fact that they're owned by the same owner does not automatically make them one lot, it's not it's like 2 amoebas next to each other which morph into one. The only way that they could be made one lot together that's part of the criteria but there are various criteria that the Supreme Court would apply in making that finding in addition to the common ownership, the common ownership alone does not automatically do it.

MR. TORLEY: Thank you.

MR. KRIEGER: Otherwise for I think very obvious reasons because otherwise, nobody could own two contiguous parcels and we would have a, then we would have a law which restricts ownership of the property, you know, to say to a person you can't own that piece of property cause it happens to be next to a piece of property you already own, it's basically considered unconstitutional to say to somebody you cannot own a particular piece of property.

MR. TORLEY: So I'll yield to our professional opinion that the Part B really is not relevant to this lot.

MR. KRIEGER: Correct.

MR. TORLEY: Now then we're left with the Part E non-conforming residential lot and whether this as a non-conforming lot forgetting the house intended to be placed on it but the lot itself, the land, that land would fit the criteria for the non-conforming lot of record, is that correct?

MR. BABCOCK: Yes.

MR. TORLEY: So the problem that the applicant gets is his footprint of the house he wishes to put on that somewhat exceeds the permitted code.

MR. BABCOCK: That's correct.

MR. TORLEY: Therefore, that's why it does not meet the Part E.

MR. BABCOCK: Since he failed to meet all the criteria of a non-conforming lot by building the house bigger than what the lot would hold, we now took him out of the 5,000 square foot lot and put him into the regular R-4 zone which is 15,000 square foot lot which makes the variance look very large.

MR. BIAGINI: Only look.

MR. MC DONALD: 1,000 square foot livable floor area you've got two stories, you just use the footprint?

MR. BABCOCK: Whatever is livable.

MR. KRIEGER: When you have criteria listed and if he fails to meet any one of the eight criteria then he no longer applies, it's as if it doesn't exist anymore, it's as if he doesn't exist.

MR. TORLEY: Then F becomes relevant, does it not? It says you can build, if he met all the criteria of E, it's a non-conforming small lot but we're going to allow you to build but it says if you don't meet the criteria then F comes into play where the Town Board has made a decision.

MR. KRIEGER: The Town Board cannot, does not have the power to take from the zoning board any lawful jurisdiction that it has, it can't unilaterally decide we're going to take something off the table that the zoning board can decide that's something that the zoning board can naturally decide so while E is a statement of or F is a statement of principle, it does not strip from the zoning board the power in a particular--

MR. KANE: Right, we're a board of appeals.

MR. KRIEGER: To vary it.

MR. TORLEY: And the reason again this lot fails of E is the footprint of the house, not anything deficient in the lot itself.

MR. BABCOCK: That's correct, non-conforming lots have requirement of lot area is 5,000 square feet, this lot has 7,000 square feet.

MR. TORLEY: But it's the rear yard that fails.

MR. BABCOCK: Rear yard and the front yard, the rear yard because of the deck.

MR. TORLEY: On the front yard, did you have a chance to see whether the front of your house is it in fact going to be closer to the road than the front of the houses?

MR. BIAGINI: Same.

MR. TORLEY: Essentially the same?

MR. BIAGINI: Yes.

MR. BABCOCK: Mr. Chairman, there's a section of the code that says you don't have to have a greater front yard than the houses on either side, we didn't want him to go through that demonstration to us and higher a surveyor to do that when he's coming to the zoning board anyway so we put it in as a matter of record.

MR. TORLEY: You did the right thing, just establishing that it is in fact not going to stand out from the other houses. And the reason it impinges on the rear yard is the deck?

MR. BIAGINI: Correct.

MR. TORLEY: So basically what we're looking at all boils down to the rear yard variance for the deck?

MR. KANE: Yes.

MR. TORLEY: Gentlemen, do you have any questions after

my monologue here?

MR. RIVERA: No.

MR. TORLEY: Do I hear a motion?

MR. KANE: I guess I have the numbers, Mr. Chairman, accept a motion?

MR. TORLEY: Yes.

MR. KANE: Michael, correct me on the numbers if I'm wrong, I move that we approve the requested variance for the applicant, Mr. McDermott is the applicant for and 8,000 square foot area variance and a 30 foot lot width variance, five foot front yard variance and ten foot rear yard variance.

MR. BABCOCK: That's correct.

MR. MC DONALD: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: Do you want to make the notation this actually the lot itself meets the criteria of the non-conforming lot by Part E?

MR. KANE: As you stated.

MR. MC DONALD: I'll second what he said you said.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: Motion to adjourn?

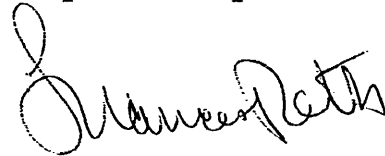
MR. KANE: So moved.

MR. RIVERA: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. TORLEY	AYE

Respectfully Submitted By:



Frances Roth
Stenographer

3/6/03

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

12/9
Preliminary

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4615 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: November 21, 2002

COPY

APPLICANT: Ronald & Larisue McDermott
88 Merline Avenue
New Windsor, NY 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: November 21, 2002

FOR : Single family dwelling (vacant land)

LOCATED AT: Myrtle Avenue (15-4-30)

ZONE: R-4

DESCRIPTION OF EXISTING SITE: Section 15 Block 4 Lot 30

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 48-26 A A variance to build a single family residence on a non-conforming lot not separated by land in separate ownership.
2. 48-12(R-4) A variance for lot area, lot width, front and rear yard setbacks, and any additional variances the Zoning Board deems necessary.

Ronnie Kycheon
BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: single family dwelling

MIN. LOT AREA: 15,000 sq. ft. 7,000 sq. ft. 8,000 sq. ft.

MIN LOT WIDTH: 100 ft. 70 ft. 30 ft.

REQ=D.. FRONT YD: 35 ft. 30 ft. 5 ft.

REQ=D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ=D REAR YD: 40 ft. 30 ft. 10 ft.

REQ=D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

02-70

02-

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be re-inspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and under slab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway pond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and percolation test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

RECEIVED

NOV 15 2002

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:

Building Permit #: 2002-1272

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE THE BUILDING PERMIT APPLICATION WILL BE ACCEPTED AND/OR ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Bob Biagini

X Owner of Premises Ronald & LARI-Sue McDermott 914 447 0235

Address 88 merline Avenue Phone # 845-561-0564

↑ Mailing Address New Windsor, N.Y. 12553 Fax # _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor High View Estates of Orange County

Address PO. BOX 286 SALISBURY MILLS NY 12577 Phone 914-447-0235

State whether applicant is owner, lessee, agent, architect, engineer or builder BUILDER

If applicant is a corporation, signature of duly authorized officer. John R. Bignardi
(Name and title of corporate officer)

1. On what street is property located? On the South side of W. 15th Ave., Myrtle
(N, S, E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 15 Block 4 Lot 30

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy _____ b. Intended use and occupancy one family

5. Nature of work (check if applicable) ☒ New Bldg. ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other

6. Is this a corner lot? _____

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost _____

For

OK # 4060

PAID

ZONING BOARD

02-70

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Liel & Louis Krychear
New Windsor Town Hall
656 Union Avenue
New Windsor, New York 12553
(845) 563-4818
(845) 563-4885 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Robert Birgini

914-447-0235

(Signature of Applicant)

(Address of Applicant)

X Loris-Sue McDermott

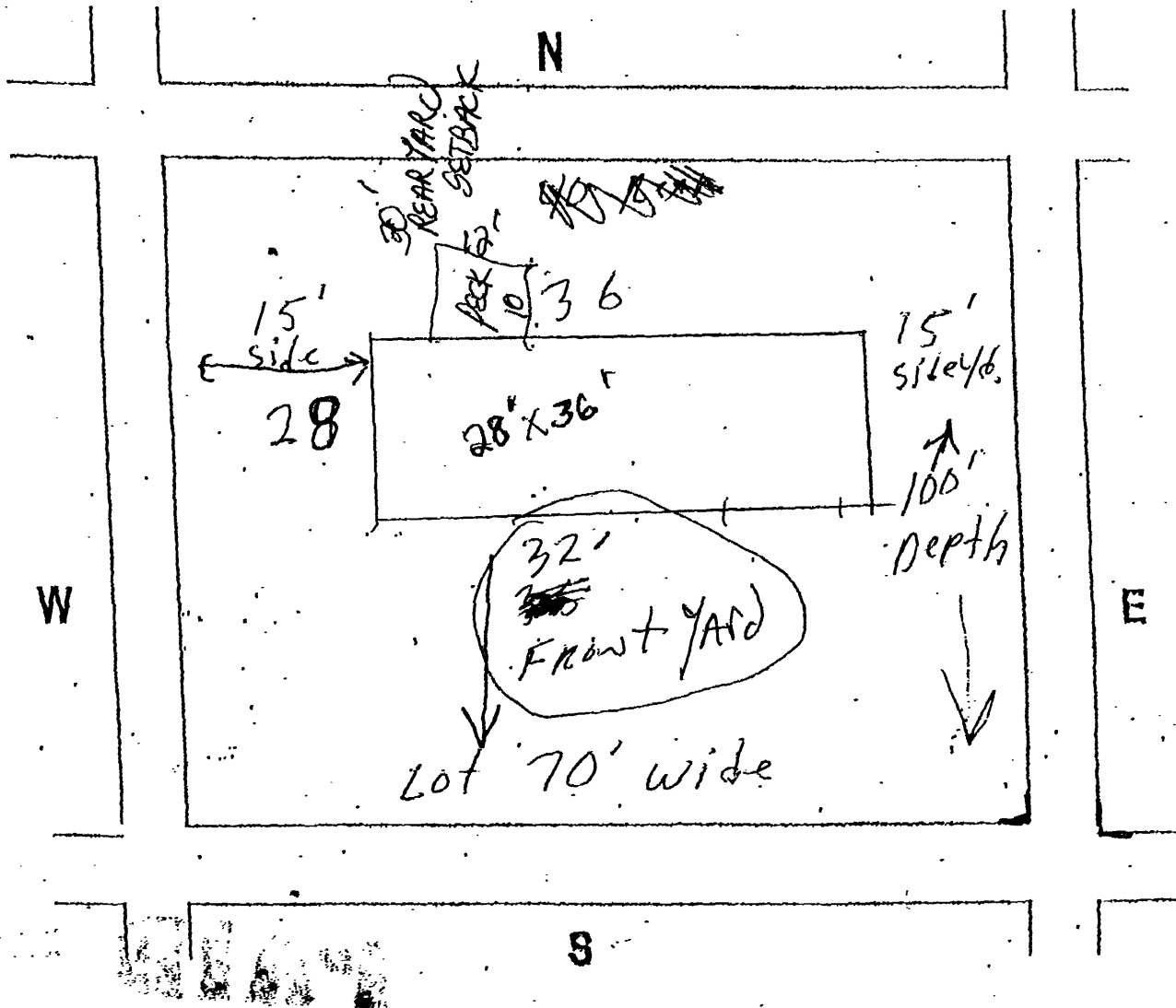
88 morrison ave

(Owner's Signature)

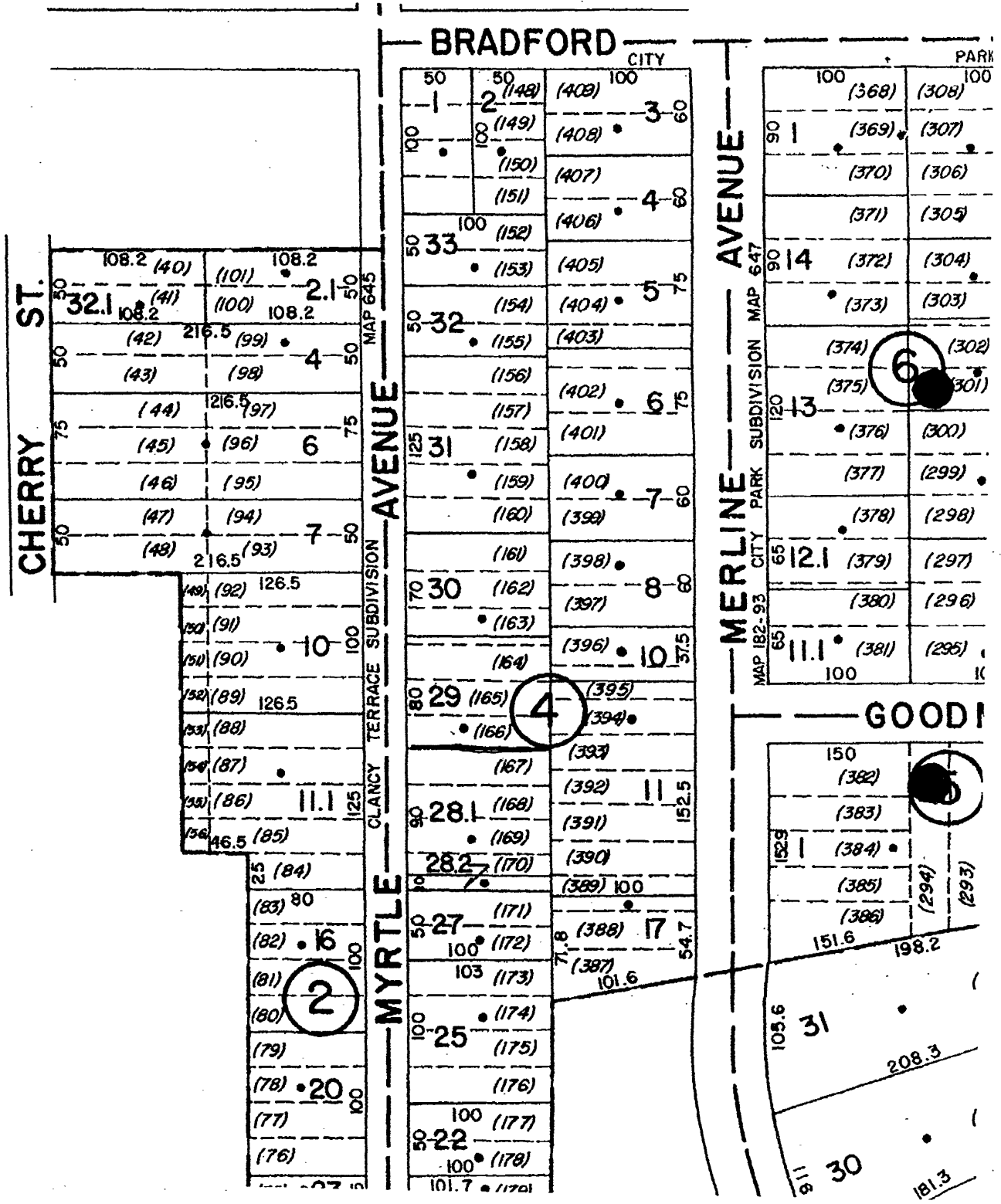
PLOT PLAN

(Owner's Address) New Windsor, N.Y.
12553

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.



9



8-26. Nonconforming lots of record.

- A. A residential plot separated by other land not in the same ownership, and nonconforming as to bulk on the date of enactment or the effective date of subsequent Zoning Local Law amendments, whether or not located in and part of a subdivision, and approved by the Planning Board of the Town of New Windsor and filed in the office of the Orange County Clerk, which does not have a total plot area specified for residential use in § 48-12, may be used for any use permitted by right in the zoning district in which the plot is located, provided that such uses comply with the bulk and area and yard regulations as specified in the highest residential district having the same or less plot width. Where such residential district requires certain utilities, the provision of such shall be prerequisite to its residential use.
- B. Two or more nonconforming subdivision lots, not in separate ownership, in a subdivision approved by the Planning Board prior to the effective date of this local law, shall have three years from the date of final approval by the Planning Board to obtain a building permit under the provisions of § 48-26A. Any nonconforming plot in a subdivision finally approved by the Planning Board more than three years prior to the effective date of this local law shall not be eligible to receive a building permit, and said subdivision, part or plot thereof shall be resubmitted to the Planning Board in accordance with the applicable provisions of this local law.
- C. Any plot in a subdivision approved by the Planning Board after the effective date of this local law, which conforms to the bulk, width and depth requirements of this local law but which is made nonconforming as to bulk, width or depth by any future amendment of this local law, shall have three years from the effective date of the future amendment, or three years from the date of final approval, whichever is sooner, to obtain a building permit under § 48-26A. Any subdivision plot for which a permit is applied for after the time periods specified herein shall conform to all the bulk regulations of this local law, and § 48-26A shall be inapplicable to such a plot.
- D. Any separate plot nonconforming as to bulk, which becomes subsequently attached to other adjoining land in the same ownership, shall be entitled to the benefit of the provisions of § 48-26A only if the total contiguous plot remains nonconforming as to bulk after the plots become attached.
- E. [Added 9-17-1986 by L.L. No. 3-1986] A nonconforming residential lot, as described in § 48-26A, which does not comply with the bulk area and yard regulations as specified in the highest residential district having the same or less plot width may, nevertheless, be developed with a one-family residence only, provided that:
 - (1) Such lot shall contain not less than 5,000 square feet.
 - (2) Such lot is served by both central sewer and central water.
 - (3) The proposed house shall contain not less than 1,000 square feet of livable floor area and have a building height not exceeding 30 feet.
 - (4) The front yard shall be at least 35 feet unless a smaller front yard is reasonable to

conform to the building lines of adjacent lots.

- (5) The rear yard shall be at least 40 feet.
- (6) The lot shall have at least 50 feet of street frontage.
- (7) Lots of widths of 50 feet and less than 80 feet may be developed with side yards on each side of at least 12 feet.
- (8) Lots of widths of 80 feet and less than 100 feet may be developed with side yards on each side of at least 13 feet.



CC:

BUILDING DEPT. ☐
TOWN CLERK ☐
FRAN ☐

TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS

AGENDA FOR:
FEBRUARY 24, 2003

7:30 p.m. – Roll Call

Motion to accept minutes of FEBRUARY 10, 2003 meeting as written.

A Rivera A
A McDonald A
A Kane A
A Torley A
RETS A
4
Ayer

PRELIMINARY MEETINGS:

1. **MAKAN HOMES (03-09)** – Request for 51,543 sq. ft. Min. Lot Area, 5 ft. Front Yard Setback and 10 ft. 6 inch Rear Yard Setback to construct a single-family house in an (R-3) zone at 200 Riley Road (65-1-22.3)
2. **JOHN RINALDI (03-11)** – Request for interpretation of residence as a single-family with two kitchens in an R-4 zone at 322 Linden Avenue (62-4-12.1)



PUBLIC HEARINGS:

- Need for Addition*
3. **PAUL & LUANN DECKER (03-06)** – Request for variance of Section 48-14 (A)(4) Existing shed which projects closer to the road than the house – on a corner lot in a (CL) zone at 323 Butternut Drive (80-3-1)
 4. **THOMAS BAILEY (02-73)** – Request for 12' Rear Yard Setback to construct a deck and addition in an (R-4) Zone at 47 Knox Drive (6-5-31)
 5. **ROUTE 32 N.W. REALTY LLC. (03-01)** Request for :

FREESTANDING SIGN:

Request for 145 sq. ft for freestanding sign

TWO WALL SIGNS:

Sign #1 - Request for 6 inch height for wall sign

Sign #2 - Request for additional 3 ft X 7 ft. wall sign

All in (C) Zone or Rt. 32 (35-1-102.1)

6. **FRANCO FIDANZA (PLANET WINGS) (03-03)** Request for 146 sq. ft. and 3' Height for freestanding sign; Request for 3.5 ft X 12 ft for wall signs on Windsor Highway in a (C) zone (45-1-40.21)

freestanding
3.5 X 6 additional wall sign

Myra (845) 563-4615



RESULTS OF Z.B.A. MEETING OF: February 10, 2003

PROJECT: McDermott (Biagini) Public Hear ZBA # 02-70
P.B.#



USE VARIANCE: NEED: EAF PROXY

LEAD AGENCY: M) S) VOTE: A N
RIVERA
MCDONALD CARRIED: Y N
REIS
KANE
TORLEY

NEGATIVE DEC: M) S) VOTE: A N
RIVERA
MCDONALD CARRIED: Y N
REIS
KANE
TORLEY

PUBLIC HEARING: M) S) VOTE: A N
RIVERA
MCDONALD CARRIED: Y N
REIS
KANE
TORLEY

APPROVED: M) S) VOTE: A N
RIVERA
MCDONALD CARRIED: Y N
REIS
KANE
TORLEY

ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) S) VOTE: A N
RIVERA
MCDONALD
REIS CARRIED: Y N
KANE
TORLEY

PUBLIC HEARING: STATEMENT OF MAILING READ INTO MINUTES

Tabled
VARIANCE APPROVED: M) K S) M VOTE: A 4 N 1.

RIVERA A
MC DONALD N
REIS A
KANE A
TORLEY A

CARRIED: Y N

3/10/03
Meeting

To be 1500 S.F. House -

^{OPPOSED}
Arthur Matt: 91 Myrtle - If property too small, why build on it.

In favor of
Stephanie Gennare: Wanted to know what was going there

Address of Variance should be Myrtle Ave

48-26 B Also

RONALD & LARISUE MCDERMOTT (BIAGINI) #02-70

Mr. Robert Biagini appeared before the board for this proposal.

MR. TORLEY: Request for 8,000 s.f. lot area, 30' lot width, 5' front yard setback, 10' rear yard setback to construct single family home on Merline Avenue in an R-4 zone. Anyone wishing to speak on this matter? The requirements are that the minimum lot area be 15,000 square feet, this lot has 7,000 square feet, therefore, he's asking for and will 8,000 square foot variance. The minimum lot width should be 100 feet, he has 70 feet, therefore, he's asking for 30 foot variance, required front yard is 35 feet, he has 30 feet available, therefore, requesting five foot variance. Rear yard is 40 feet, he wants to go 30 feet, so he requires a ten foot rear yard variance. Okay, sir?

MR. BIAGINI: I'd just like to note that other houses in the area have the same back yards as what I plan to construct 1,500 square foot two story house.

MR. MC DONALD: 1,500?

MR. BIAGINI: Yes.

MR. TORLEY: Mike, this does not fall under the non-conforming lots of record requirements?

MR. BABCOCK: Mr. Chairman, the reason we feel it doesn't, it's a non-conforming lot, but we feel it doesn't because it doesn't meet all the criteria of a non-conforming lot, non-conforming lot, you must have a 35 foot front yard and 40 foot rear yard. Since he lacks those two criterias, we feel he doesn't fit into the non-conforming lot, therefore, he's got to use the regular bulk tables although it is actually a non-conforming lot, he'd need a variance from a non-conforming lot which I don't think you can do.

MR. TORLEY: As I recall, the part of the phraseology of the code lots that do not meet those requirements are considered by the town to be incompatible with the orderly growth and proper development of the town, I'm

paraphrasing, not making an exact quote. Does lot 29 and lot 31 have houses along them, that's the neighbors?

MR. BIAGINI: Yes.

MR. KANE: This proposed house is similar in size to those houses?

MR. BIAGINI: Yes.

MR. REIS: Per your diagram to make the house any smaller in width than 28 foot to accommodate the minimum side and front yard or rear and front yards again for the record it wouldn't be much of a house?

MR. BIAGINI: Not at all.

MR. REIS: Just for the record.

MR. TORLEY: Is this five foot front yard setback, would the house then project closer to the road than the neighboring houses?

MR. BIAGINI: Not really, I mean, it doesn't appear to be, I haven't measured the neighbors' front yard but I don't think so.

MR. TORLEY: Gentlemen, with your permission, I'd like to open it up to the public?

MR. KANE: Sure.

MR. TORLEY: Okay, I'm opening up to the public, when you ask your questions or give your statements, please identify yourself again for the record. Anybody wish to start questions or statements?

MR. ARTHUR MOTT: I'm Arthur Mott, I live at 91 Myrtle Avenue, the adjoining property. And I don't understand, I couldn't hear you guys most of the time and my first question is that the, if the property is too small, then why isn't the question moot that somebody build on it?

MR. REIS: It's an existing lot and the owner or the builder is trying to get relief so they can utilize the lot for its highest and best use.

MR. MOTT: What does it take on the adjoining neighbors' part to deny that?

MR. TORLEY: Well, your input is important to us, it's not, you know, it's not a majority rule vote from the public but--

MR. MOTT: But you have to have a reason why.

MR. TORLEY: This is an area variance request, area variance request requires that the board balance the benefit to the applicant, he wants to build a house, his benefit versus the adverse impact if any on the neighborhood, community and the town. So we have to balance those competing interests and so your input is important to us, but it's not going to be like a check mark majority vote or something like that, but we want to know what you're thinking about this.

MR. MOTT: My property directly attaches to their property.

MR. TORLEY: Can you tell me is it what's shown here as lot 31 or lot 29?

MR. MOTT: If this is the lot, I'm the next one.

MR. TORLEY: You're 29?

MR. MOTT: Yes.

MR. REIS: Sir, besides the fact that you don't like the idea, is there any particular thing you don't like about the idea of a house being next door there?

MR. MOTT: I faintly thought I heard the gentleman say that he wanted to build a two story which I don't think is very compatible with the neighborhood, if that's true, I don't hear too good, and how many feet from the property line is he allowed to come?

MR. TORLEY: Side yard?

MR. MOTT: Yeah.

MR. BABCOCK: Side yard he's staying 15 feet away.

MR. TORLEY: Which meets the code.

MR. MOTT: On both sides of the lot?

MR. BABCOCK: Yes.

MR. MOTT: And is there going to be a driveway on the side? Is that counted as part of the building part or?

MR. TORLEY: No.

MR. BIAGINI: Front entry.

MR. TORLEY: It will come in from the front of the house.

MR. MOTT: Grarage will be under the house?

MR. BIAGINI: Right.

MR. TORLEY: So, sir, you're opposed to the granting of this request?

MR. MOTT: Yes, I am.

MR. TORLEY: Thank you.

MR. KANE: Did you have another question, sir?

MR. MOTT: If this materializes against my good wishes, how far in toward my property line can I put a fence and how high?

MR. TORLEY: You can put on your side yard put up to a 6 foot fence which can be on your property line but actually got to make sure you don't go over your property line, so you can put a 6 foot fence.

MR. KANE: From the front of your house back, not

extending passed the front.

MR. MOTT: What if the front of his house is out further?

MR. KANE: Got nothing to do with your property.

MR. KRIEGER: How far is the front of your house from the road, do you know?

MR. MOTT: Thirty, 35 feet, I don't know exactly.

MR. MC DONALD: Yours is going to be 32?

MR. TORLEY: 30.

MR. KANE: Going to be right where you are, give or take.

MR. BABCOCK: Mr. Chairman, maybe just for the audience's benefit, under the non-conforming lots which most of the lots down in that area are, if he was to propose a house that's 25 x 36, he would be able to build that with no deck in the back, that's the size of the lot that he can afford to build a house, 25 x 36. He's asking for 28 x 36, which is three foot wider and a rear deck, that's what's creating these variances, so if he shrinks the house down and I'm, just so you can understand what the process is, if he shrinks the house down, he would be able to build it.

MR. MOTT: Look, I'm a stranger.

MR. BABCOCK: I want to say that just so you understand the reason.

MR. MOTT: I'm just concerned because I'm getting older, in a few years, I might want to sell my place, I don't want nothing to come in to kind of--

MR. KANE: Again, it's, you know, if he's going to put a nice home in there and just going to be a little bit bigger because of the deck, somebody else brings a home and puts whatever they want as long as they conform to the spes Mike was talking about, they wouldn't be here,

they don't need anybody's permission, they have the right to do it so. He wants to make it a shade longer with a garage and put a deck on the back, a small deck on the back of that, that's why he's here.

MR. MOTT: The town's established the fact that you can build on a non-conforming lot?

MR. KANE: As long as the house size fits on it, sure.

MR. TORLEY: Not any non-conforming lot.

MR. KANE: Depends on shape and size, non-conforming is a big word, you can have all different size and shaped lots.

MR. MOTT: I use it liberally.

MR. BABCOCK: In this area, the non-conforming lot requires that you have 5,000 square feet, this lot is 7,000 so it's big enough for the non-conforming lots criteria, the setbacks that he can't comply with is because of the size of the house.

MR. MOTT: Okay, thank you.

MR. TORLEY: Yes?

MS. YANNONE: I'm Stephanie Yannone and I live on the other side of this piece of property, but Mr. Mott asked all the questions. We were just concerned what was going in there, how close, you know, to our house is it and what it would look like. I've been there for 25 years and it's been vacant and we're just a little concerned what was going in there, that's all.

MR. TORLEY: So, are you in favor or opposed to the granting of this variance request or no opinion?

MS. YANNONE: No, I'm actually I'm for it because actually, they're closer to their, what they're building than what we are.

MR. BABCOCK: The other thing, the non-conforming lot, if he was to narrow the house down, he can, based on

lot width, he can probably go to 12 foot side yard.

MR. TORLEY: But you wouldn't have the front yard.

MR. BABCOCK: Well, if he narrowed it down he would.

MR. TORLEY: But what about the lot width?

MR. BABCOCK: Lot width and non-conforming lot if it's, yeah, it could be down to 50 feet.

MR. TORLEY: Is there anyone else who wishes to speak from the public?

MR. MOTT: I'd just like to add that I got a letter on this and we threw it out because it said it was Merline Avenue which is right but it's kind of misleading.

MR. TORLEY: The letter goes to everyone within--

MR. BABCOCK: Address is 88 Merline on this piece of property.

MS. YANNONE: We're on Myrtle, it's the wrong street.

MR. BABCOCK: Well, he would get the address from us, we assign the address to the property so apparently--so this is probably their address.

MR. TORLEY: Wait a minute, so we had the owner of this lot also owned lot 8, so this was his back yard?

MS. YANNONE: Goes straight down the back yards.

MR. TORLEY: So now we had two non-conforming lots in one ownership and the owner's now trying to split it into two?

MR. BABCOCK: Just like the other one this evening.

MR. TORLEY: Yeah.

MR. REIS: Is there an existing house on lot 8?

MR. BABCOCK: Yeah, they're saying that's where they

live.

MR. TORLEY: So the reason we're bringing this up is part of the code says if you have a piece of property that's made up of two or more non-conforming lots but you put them together makes it a conforming lot in one ownership and you can't just make a non-conforming lot out of it. If that was carried as one tax lot--

MR. BABCOCK: It's not one tax lot, it may be, I don't have--

MR. BIAGINI: No, it's two separate.

MR. BABCOCK: It's definitely two different tax lots.

MR. TORLEY: But it's in common ownership.

MR. BABCOCK: It's in common ownership and I can see we made the mistake, the property does say it's on Myrtle Avenue located on Myrtle Avenue and it's their name at 88 Merline, so when we transferred that over to the denial, we put that in as a street address. So that's our mistake. But they, apparently, if they're telling me we'd have to see if they're, if the records show that they're the owner of 30 and lot 8, they would also need the variance of 48 which is the two lots.

MR. TORLEY: And that was put into the code just to try to prevent people from having a string of lots that were at one time conforming but now are no longer the owner, he's now got a legal lot and prevents him from chopping it up into little pieces.

MR. KANE: Do we need to table this until the next meeting?

MR. BABCOCK: If you read the denial, number one 48-26 A, it says a variance to build a single family house non-conforming lot not in separate landownership. So we did cover that, that's why the address is the way it is.

MR. TORLEY: Regardless of what he wanted to put on the lot, he'd have to be here?

MR. BABCOCK: That's correct, yeah, if he shrinks the house so it fits the lot, he still needs a variance from that Section 4826 A.

MR. TORLEY: Anyone else in the public wish to speak on this? If nobody else wishes to speak, I'm going to close the public hearing, open it back up to the members of the board. This first one because all the lots out there are substandard, this is basically more or less the same size as most of the lots in the area, the trouble is it was held as a single, basically one large lot that would have met our codes, now it's being cut up, that has me concerned because that's our, the Town Board put that in the code saying this is not to be done.

MR. BIAGINI: But it's a separate tax parcel.

MR. TORLEY: Common ownership, adjacent property, I don't have my code book with me tonight.

MR. KANE: What did we publicly put in the paper as far as the hearing?

MR. TORLEY: Can you read the notice sent out?

MS. MASON: In the paper was a variance of 48-26 A to build a single family residence on a non-conforming lot and a variance for lot area, lot width, front and rear yard setbacks.

MR. TORLEY: How many were sent out?

MS. MASON: On January 23, 65 notices.

MR. BABCOCK: The only one mistake we made is when we transferred so like the gentleman said--

MR. TORLEY: Gentlemen, questions that you have? How long has this been held in one ownership?

MR. BIAGINI: I don't know.

MR. MOTT: At least 15, I would say.

MR. TORLEY: More than three years then. These lots were held by one person for quite some period of time when was this split made, when was the--still in the process now?

MR. BABCOCK: No, this is two separate lots today, I don't know when that was created though.

MR. TORLEY: When did the ownership change hands from owning both lots to the separate ownership?

MR. BIAGINI: I don't know.

MR. TORLEY: I thought you said that the person on Merline Avenue owned both lots.

MR. BIAGINI: Right, they own them but they're two separate lots.

MR. TORLEY: They own both lots. When did they sell or begin to sell this second lot?

MR. BIAGINI: To me, you mean?

MR. TORLEY: You're the purchaser from them?

MR. BIAGINI: Right.

MR. TORLEY: When did that happen?

MR. BIAGINI: Three months ago.

MR. BABCOCK: I think one of the issues is when did these people buy lot 30 and lot 8 at the same time, you know, if they acquired lot 8 at a different time, I think it would be a different situation also but we don't have any of that information, what time they acquired this lot, if they did it at the same time or how long they've owned both plots.

MR. RIVERA: Is that information available?

MR. BABCOCK: I would say not tonight, I would try to check my office but I'm not sure.

MR. TORLEY: We have the deeds here.

MR. REIS: Mr. Biagini, you're in contract or you took possession?

MR. BIAGINI: No, I'm in contract.

MR. REIS: Subject to you getting these variances?

MR. BIAGINI: Right.

MR. BABCOCK: 1986, Mr. Chairman, I have some information here that they purchased this, both lots in 1986, both.

MR. KRIEGER: When did they sell off 30?

MR. TORLEY: It's not sold, it's under contract.

MR. KRIEGER: So the McDermotts were actually people that owned 8 and 30 together?

MR. BIAGINI: Correct.

MR. TORLEY: Gentlemen, I yield to you, but I personally would like to think about this one and get the information back.

MR. KANE: Mr. Chairman, I'd like to move that we table this, the discussion until the next meeting so we can get some more information.

MR. MC DONALD: Second it.

MR. REIS: What's, may I ask a question, what more information do we need for us to make a decision on this?

MR. TORLEY: I want to reread and think about the common ownership and non-conforming lots aspect and how the Town Board expressed itself on that matter cause I don't wish to stray too far from their intentions. We have to balance that against the right of the owner to sell his property and realize the return on it, but I

want to read that and think about that.

MR. MC DONALD: I agree.

ROLL CALL

MR. KANE	AYE
MR. REIS	AYE
MR. RIVERA	AYE
MR. MC DONALD	NO
MR. TORLEY	AYE

MR. BABCOCK: Are we tabling it to a date?

MR. KANE: To the next meeting.

MR. BABCOCK: What's the date, Myra?

MS. MASON: March 10.

-----X

McDermott

02-70

x

MYRA L. MASON, being duly sworn, deposes and says:

That on the 23rd day of January, 2003, I compared the 65 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor's Office regarding the above application for a variance and I find that the addresses are identical to the list received. I then placed the envelopes in a U.S. Depository within the Town of New Windsor.

Myra L. Mason

23rd day of January, 2003.

Notary Public

JENNIFER MEAD
Notary Public, State Of New York
No. 01ME6050024
Qualified In Orange County
Commission Expires 10/30/ 2006

PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 02-70

Request of RONALD & LARISUE MC DERMOTT

for a VARIANCE of the Zoning Local Law to Permit:

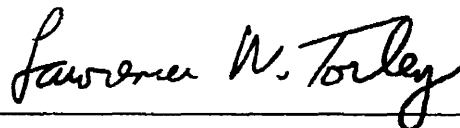
A variance of 48-26A - To build a single-family residence on a non-conforming lot; and a variance for lot area, lot width, front and rear yard setbacks in an R-4 zone.

being a VARIANCE of Section 48-26A and 48-12 (R-4)

for property located at: 88 Merline Avenue

known and designated as tax map Section 15 Block 4 Lot 30

**PUBLIC HEARING will take place on FEBRUARY 10, 2003 AT 7:30 P.M.
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York
beginning at 7:30 P.M.**

A handwritten signature in cursive script, reading "Lawrence W. Torley", is written over a horizontal line.

Chairman



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

January 21, 2003

Ronald & Larisue McDermott
C/o Bob Biagini
88 Meriline Avenue
New Windsor, NY 12553

Re: 15-4-30

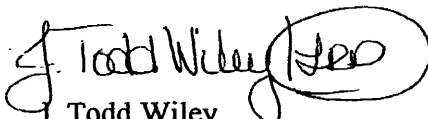
Dear Mr. Biagini:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$85.00, minus your deposit of \$25.00.

Please remit the balance of \$60.00 to the Town Clerk's Office.

Sincerely,


J. Todd Wiley
Sole Assessor

JTW/lrd
Attachments

CC: Myra Mason, ZBA

13-12-10
Malinda Nieves
60 Lawrence Avenue
New Windsor, NY 12553 ✓

13-12-11
Abie & Maria Colon
57 Meriline Avenue
New Windsor, NY 12553 ✓

13-12-12
Rose Piperato ETAL
51 Meriline Avenue
New Windsor, NY 12553 ✓

13-13-12
Jerry Stuit
48 Meriline Avenue
New Windsor, NY 12553 ✓

13-13-13
Dennis & Joan Maher
54 Meriline Avenue
New Windsor, NY 12553 ✓

13-13-14
Kristina & Michael Paz
60 Meriline Avenue
New Windsor, NY 12553 ✓

13-13-15 & 13-13-16
William & Jodi McDonough
41 Myrtle Avenue
New Windsor, NY 12553 ✓

13-13-18.1
Bartholew & Alice Menga
39 Myrtle Avenue
New Windsor, NY 12553 ✓

13-14-15, 16, 17 & 15-4-32
Vincent Yonnone
63 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-2.1 & 15-2-32.1
James Whelan
13 Holts Lane
Cornwall on Hudson, NY 12520 ✓

15-2-4
Vincent & Colleen White
72 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-6
Joseph Vignogna
74 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-7
Rose Anna Crudele
78 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-10
Rose Anna Crudele, John Crudele
Carmella Hillman-Crudele
Caroline Sarvis
78 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-11.1
Rose Anna Crudele & John Crudele
Carmella Hillman-Crudele &
Caroline Sarvis
90 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-16
Gaetano Rizzo
116 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-20
Alfonso & Rosalia Spoto
118 Myrtle Avenue
New Windsor, NY 12553 ✓

15-2-23, 24, 25, & 26
Vincent & Theresa Di Chiaro
128 Myrtle Avenue
New Windsor, NY 12553 ✓

15-4-1
Daniel & Delores D'Elicio
53 Myrtle Avenue
New Windsor, NY 12553 ✓

15-4-2
Anne Corso
37 Bradford Avenue
New Windsor, NY 12553 ✓

15-4-3
John & Victoria Deluccia
64 Meriline Avenue
New Windsor, NY 12553 ✓

15-4-4
David Crawford
10 Hilltop Avenue
Newburgh, NY 12550 ✓

15-4-5
David Yonnone
74 Meriline Avenue
New Windsor, NY 12553 ✓

15-4-6
Michael & Sharon Alexander
80 Meriline Avenue
New Windsor, NY 12553 ✓

15-4-7
Cosmo, David & Vincent Yonnone
82 Meriline Avenue
New Windsor, NY 12553 ✓

15-4-10
Robert & Rose Gilfeather
90 Meriline Avenue
New Windsor, NY 12553 ✓

15-4-11
Margaret, Caroline & Frank Komar
96 Meriline Avenue
New Windsor, NY 12553 ✓

15-4-17
Charles Carlstrom
Marlene Mazzola
323 Frozen Ridge Road
Newburgh, NY 12550 ✓

15-4-19
John Petro
8 Park Hill Drive
New Windsor, NY 12553 ✓

15-4-21
Louis Vignogna
111 Myrtle Avenue
New Windsor, NY 12553 ✓

15-4-22
William & Shirley Petro ✓
109 Myrtle Avenue
New Windsor, NY 12553

15-5-7.1
Donald & Edith Smith ✓
24 Goodman Avenue
New Windsor, NY 12553

15-7-1 & 15-7-11 & 15-7-12
Lawrence Avenue Properties, LLC ✓
593 Lakeside Road
Newburgh, NY 12550

15-4-25
Carlos Vega Jr. ✓
101 Myrtle Avenue
New Windsor, NY 12553

15-6-1
Manuel Dominguez ✓
29 Bradford Avenue
New Windsor, NY 12553

15-7-3 & 15-7-10
William & Marie D'Amico ✓
73 Lawrence Avenue
New Windsor, NY 12553

15-4-27 & 15-4-28.2
John Veneziali ✓
99 Myrtle Avenue
New Windsor, NY 12553

15-6-2
Gregory Greiner ✓
70 Lawrence Avenue
New Windsor, NY 12553

15-7-4
Alfred Crudele Jr. ✓
68 Melrose Avenue
New Windsor, NY 12553

15-4-28.1
Richard & Maryann Hotaling ✓
95 Myrtle Avenue
New Windsor, NY 12553

15-6-3
Percy Reyes ✓
74 Lawrence Avenue
New Windsor, NY 12553

15-7-5
Odis & Marion Morris ✓
76 Melrose Avenue
New Windsor, NY 12553

15-4-29
Arthur & Clara Mott ✓
91 Myrtle Avenue
New Windsor, NY 12553

15-6-4
William Oliver ✓
954 Route 32
Wallkill, NY 12589

15-7-6
TAZ Industries, Inc. ✓
19 Chadeayne Avenue
Cornwall, NY 12520

15-4-31
Cosmo & Stephanie Yonnone ✓
67 Myrtle Avenue
New Windsor, NY 12553

15-6-6 & 15-6-10
Michelle Roach ✓
32-30 Cruger Avenue
Bronx, NY 10467

15-7-8
Stanley Fornal Jr. ✓
C/o Martha Fornal
205 Quassaick Avenue
New Windsor, NY 12553

15-4-33
Thomas Monaghan & Mary Collins ✓
C/o Francis Linton
59 Myrtle Avenue
New Windsor, NY 12553

15-6-11.1
Alcides & Alexandra Blanco ✓
87 Meriline Avenue
New Windsor, NY 12553

15-7-9
Dennis Lebron ✓
Ada Rivera
77 Lawrence Avenue
New Windsor, NY 12553

15-5-1
John & Frances Homin ✓
91 Meriline Avenue
New Windsor, NY 12553

15-6-12.1
Louis & Louise Pisano ✓
Dante & Jennifer Dichiaro ✓
81 Meriline Avenue
New Windsor, NY 12553

15-8-30
John Ulrich ✓
Kimberly Lenz
120 Blanche Avenue
New Windsor, NY 12553

15-5-4
Rebecca Foster ✓
14 Goodman Avenue
New Windsor, NY 12553

15-6-13
Micah & Julie Salisbury ✓
77 Meriline Avenue
New Windsor, NY 12553

15-8-31
John Jr. & Georgia Ulrich ✓
105 Meriline Avenue
New Windsor, NY 12553

15-5-5
John Mullarkey ✓
37 Blooming Grove Turnpike
New Windsor, NY 12553

15-6-14
Anita Spencer ✓
Thomas Smith ✓
73 Meriline Avenue
New Windsor, NY 12553

15-8-32
Robert & Deborah Quattrociochi ✓
118 Blanche Avenue
New Windsor, NY 12553

15-8-33
Robert & Jo Ann Hilfiger
116 Blanche Avenue
New Windsor, NY 12553 ✓

18-1-17
William Cherry
C/o Ruth Cherry
118 Cedar Avenue
New Windsor, NY 12553 ✓

18-1-18
Joseph & Patricia Alfieri
112 Meriline Avenue
New Windsor, NY 12553 ✓

18-1-19
Thomas Prendergast
110 Meriline Avenue
New Windsor, NY 12553 ✓

18-1-20
Frederick Jr. & Linda Ann Zamenick
108 Meriline Avenue
New Windsor, NY 12553 ✓

65

(5)



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4615
Fax: (845) 563-4695

ZONING BOARD OF APPEALS

February 6, 2003

Highview Estates of Orange County, Inc.
P.O. Box 286
Salisbury Mills, NY 12577

Attention: Bob Biagini

SUBJECT: ZBA FILE #02-70 - REQUEST FOR VARIANCE - MCDERMOTT

Dear Mr. Biagini:

This is just a reminder that your Public Hearing before the Zoning Board of Appeals for your requested variance at:

Merline Avenue
New Windsor, NY
Tax Map #15-4-30

is scheduled for the February 10th, 2003 agenda.

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have any questions or concerns in this matter, please feel free to contact me.

Very truly yours,

Myra Mason, Secretary
Zoning Board of Appeals

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611

RECEIPT
#44-2003

01/17/2003

County, Inc. Highview Estates Of Orange
P.O. Box 286
Salisbury Mills, NY 12577

Received \$ 25.00 for Zoning Board Fees, on 01/17/2003. Thank you for
stopping by the Town Clerk's office.

As always, it is our pleasure to serve you.

Deborah Green
Town Clerk

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#42-2003**

01/17/2003

**County, Inc. Highview Estates Of Orange
P.O. Box 286
Salisbury Mills, NY 12577**

**Received \$ 50.00 for Zoning Board Fees, on 01/17/2003. Thank you for
stopping by the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

RECEIPT OF ESCROW RECEIVED:

DATE RECEIVED: 01-17-2003

FOR: **#02-70 ESCROW**

FROM: **HIGHVIEW ESTATES OF ORANGE COUNTY, INC.**

P.O. BOX 286

SALISBURY MILLS, NY 12577

CHECK NUMBER: **7098**

AMOUNT: **\$300.00**

RECEIVED AT COMPTROLLER'S OFFICE BY:



1-17-03

NAME

DATE

PLEASE RETURN SIGNED COPY TO MYRA FOR FILING

THANK YOU

7098



HIGHVIEW ESTATES OF ORANGE COUNTY, INC.
P.O. Box 286
SALISBURY MILLS, NY 12577

DATE 1/10/03

50-235 620
219
6800755520

PAY TO THE ORDER OF Town of New Windsor

\$ 300.00

Three Hundred dollars only

DOLLARS



7 West Main Street
Washingtonville, NY 10992

MEMO

[Signature]

⑆007098⑆ +⑆021902352⑆ ⑆6800755520⑆

7077



HIGHVIEW ESTATES OF ORANGE COUNTY, INC.
P.O. Box 286
SALISBURY MILLS, NY 12577

DATE 12/30/02

50-235 620
219
6800755520

PAY TO THE ORDER OF Town of New Windsor

\$ 50.00

Fifty 1/100

DOLLAR



7 West Main Street
Washingtonville, NY 10992

MEMO

[Signature]

⑆007077⑆ +⑆021902352⑆ ⑆6800755520⑆

7078



HIGHVIEW ESTATES OF ORANGE COUNTY, INC.
P.O. Box 286
SALISBURY MILLS, NY 12577

DATE 12/30/02

50-235 620
219
6800755520

PAY TO THE ORDER OF Town of New Windsor

\$ 25.00

Twenty Five dollars only

DOLLARS



7 West Main Street
Washingtonville, NY 10992

MEMO

[Signature]

⑆007078⑆ +⑆021902352⑆ ⑆6800755520⑆

MCDERMOTT, RONALD & LARISUE

MR. TORLEY: Request for 8,000 s.f. lot area, 30' lot width, 5' front yard setback, 10' rear yard setback to construct single family home.

Mr. Robert Biagini appeared before the board for this proposal.

MR. BIAGINI: I'm representing the McDermotts for the construction of a new home.

(Whereupon, Mr. Krieger entered the room.)

MR. TORLEY: Is there any house on the lot now?

MR. BIAGINI: No, vacant lot.

MR. TORLEY: How old is this subdivision? It's quite old Merline Avenue.

MR. BABCOCK: Back well before zoning.

MR. TORLEY: So it's a pre-existing, non-conforming lot?

MR. MC DONALD: Yes.

MR. TORLEY: Does it meet the other standards required for the pre-existing, non-conforming lots?

MR. BABCOCK: Well, what my office did Mr. Torley was they give him benefit of the existing zoning. Before the zoning changed today in that lot area, you would need one acre to build, so they have three years from the zone change which was some time last October to meet the old zoning and that's the criteria that they have to go by.

MR. TORLEY: I'm just wondering if he meets the non-conforming lot, Section--

MR. BABCOCK: 48-24.

MR. TORLEY: 48-26 (e), which was added 1986

non-conforming residential lot which does not conform with the bulk area, I'm not reading the entire section, do you have central water and sewer?

MR. BIAGINI: Yes.

MR. TORLEY: It's more than five thousand square feet, the lot.

MR. BABCOCK: Yes, 7,000.

MR. TORLEY: Do you have 50 foot of road frontage?

MR. BABCOCK: Yes.

MR. TORLEY: Can you put in a 40 foot rear yard space?

MR. BABCOCK: No.

MR. TORLEY: That's why he fails on that.

MR. BABCOCK: Right and I also think he fails on the front yard because it's 35 foot, he only has 30, so if you'd like us to change those numbers, we just figured since he failed that test.

MR. TORLEY: Yeah, doesn't matter. Is there any particular reason to grant him variances under non-conforming lot which is the actual--

MR. KANE: The home that you're looking to build on that lot is similar to other homes in the area?

MR. BIAGINI: Yes.

MR. KANE: Same size, you're not going to change the nature of the neighborhood?

MR. BIAGINI: No, won't be overpowering, no.

MR. KANE: Cutting down any trees, creating any water hazards?

MR. BIAGINI: No, there's only one tree.

MR. KANE: Over any easements?

MR. BIAGINI: No.

MR. KANE: When you come in for the public hearing, bring in pictures.

MR. BIAGINI: Sure.

MR. REIS: Accept a motion?

MR. TORLEY: If there are no other questions, yes.

MR. REIS: Make a motion we set up the McDermotts for the requested variances for property on Merline Avenue.

MR. MC DONALD: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. MC DONALD	AYE
MR. RIVERA	AYE
MR. TORLEY	AYE

CONTRACT OF SALE

OUR FILE NO. R-10197

October 29, 2002

PARTIES

Seller and Purchaser agree as follows:

SELLER: Ronald M. McDermott and Lari-Sue McDermott,
ADDRESS: 88 Merline Ave., New Windsor, NY 12553

PURCHASER: Highview Estates of Orange County,
ADDRESS:

PURCHASE AGREEMENT PROPERTY

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. The Property is described as follows:

Vacant Land - Myrtle Ave.
Town of New Windsor
County of Orange
(15-4-30)

Description attached as Exhibit "A".

BUILDINGS AND IMPROVEMENTS

3. The sale includes: VACANT LAND

PRICE

4. The Purchase Price is \$30,000.00
payable as follows:

Previously paid on Binder

On the signing of this Contract by check subject to collection

S -0-
S ~~6,000.00~~
3,000.00

By allowance for the principal amount still unpaid on the Existing Mortgage	S
By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller	S
Balance in cash or certified check on delivery of the Deed at the Closing	\$21,000.00 21,000.00

ACCEPTABLE FUNDS

5. All money payable under this Contract, unless otherwise specified, shall be either:

- (a) Cash, but not over ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00).
- (b) Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of the SELLER or endorsed to SELLER'S order in the presence of SELLER or SELLER'S attorney.
- (c) Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), or
- (d) As otherwise agreed to in writing by SELLER or SELLER'S attorney.

PURCHASE MONEY MORTGAGE

6. If a Purchase Money Mortgage is to be given, it shall be drawn by the attorney for the Seller who shall charge a fee in the amount of \$350.00. The Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the Note and Mortgage.

TITLE TRANSFER SUBJECT TO

7. The Property is to be conveyed subject to:

- (a) Building and zoning regulations, provided they are not violated by existing structures and/or uses.
- (b) Conditions, agreements, restrictions and easements, of record, provided they do not render title unmarketable.
- (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Unpaid assessments payable after the date of the transfer of title.

DEED AND TRANSFER TAXES

8. At the Closing, Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants Against Grantor's Acts so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The Deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the Deed, all at Seller's expense. The Deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

ADJUSTMENTS AT CLOSING

9. The following are to apportioned pro-rata as of the date of delivery of the Deed:

(a) Taxes, water rates and sewer rents based on the fiscal period for which assessed.

FIRE, OTHER CASUALTY

10. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless a different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

CLOSING DATE AND PLACE

11. The Closing will take place at the office of Bloom & Bloom, P.C., 530 Blooming Grove Turnpike, New Windsor, New York, or at the lending institution granting said Mortgage within Orange County, New York at 2:00 P.M., on or about ~~November~~ 15, 2002.

December

BROKER

13. Each party represents to the other that such party has not dealt with any brokers or other parties entitled to a real estate commission in the negotiation and consummation of this transaction other than Prudential Rand Realty. Each party, for themselves, their heirs and assigns (the "Indemnitor"), hereby indemnifies and agrees to save the other harmless against any loss or liability (including litigation costs and reasonable attorneys' fees) by reason of any claim for a real estate commission made by any real estate broker other than Prudential Rand Realty or other party claiming to be entitled to a real estate commission, which claim for a real estate commission is based upon an allegation of relations or negotiations

between said claimant and the Indemnitor herein in connection with the negotiation or consummation of this transaction. This paragraph shall survive the closing of title under this Contract.

PURCHASER LIEN

13. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and if any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by the Purchaser.

NO ORAL CHANGE

14. This Contract may not be changed or ended orally.

SUCCESSORS

15. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

MULTIPLE PARTIES

16. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

OFFER

17. This Contract does not constitute an offer to sell by the Seller until same is signed by the Seller. Nor has this Contract been reviewed or approved by the Seller prior to its execution by the Purchaser.

LIABILITY

18. Seller shall have no liability after the Closing for any obligation, statement or representation of Seller, expressed or implied, set forth in this Contract unless it is accompanied by a written statement that it shall survive the Closing.

AS IS

19. Seller conveys these premises in their "AS IS" condition [including all items of personal property described in paragraph "3(b)" herein].

ASSIGNMENT OF CONTRACT

20. This Contract shall not be assignable by Purchaser without the express written consent of the Seller.

OBJECTIONS TO TITLE

21. In the event that there are objections to title, Purchaser's attorney shall notify Seller's attorney, in writing, of such objection at least TEN (10) days prior to the date set for Closing of Title. In the event there is one or more objections to title, the Seller shall be entitled to an adjournment of THIRTY (30) days to correct such objection. In the event that the objection is such that it shall require the institution of an action by the Seller to remove such objection, then at the Seller's option, the Purchaser agrees that upon the return of the down payment, together with net title company charges, this Contract shall be canceled and neither party shall have any claim against the other.

MERGER CLAUSE

22. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

SOCIAL SECURITY/TAX IDENTIFICATION NUMBERS

23. The Social Security/Tax Identification Numbers of the parties are as follows:

Seller:	Ronald M. McDermott	SS#
	Lari-Sue McDermott	SS#
Purchaser:	Highview Estates of Orange County	ID#

24. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated non-interest bearing IOLA account at The Bank of New York until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt written Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such ten (10) day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment with the clerk of a court in the county in which the premises are located and shall give written Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

25. Seller's obligation to pay any fees to the title representative at closing of title with respect to the payoff of any open mortgages or judgments shall not exceed

\$125.00 per satisfaction piece plus the costs of overnight delivery charges by Federal Express, UPS, DHL or Airborne Express. Any charges in excess of said amounts shall be paid by the Purchaser.

26. In the event Seller cannot comply with the above conditions, the cost of both the survey and the title examination, together with the down payment shall be reimbursed and refunded by Seller to Purchaser, at which time the Contract shall be canceled, and deemed null and void. In the event Seller fails to reimburse and refund as provided, such amounts shall be liens on the premises. Such liens shall not inure to Purchaser's benefit or continue if Purchaser defaults under this Contract.

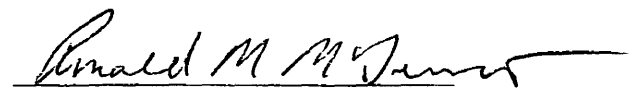
27. If for any reason whatsoever the Purchaser shall willfully default and fail or refuse to close title pursuant to this contract, the Seller shall retain all sums paid to Seller prior to said default as liquidated damages. Nothing in this clause shall in any way restrict the Sellers from opting to sue in law or equity for additional damages if any are incurred or for specific performance.

28. None of the Seller's covenants, representations, warranties or other obligations contained in this Contract or any attached Rider (Addendum), shall survive closing unless such representation specifically states that same shall survive closing.

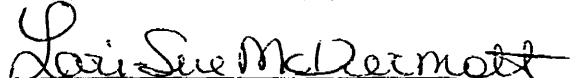
Seller and Purchaser have signed this Contract as of the date designated below.

Date: _____

SELLER:


Ronald M. McDermott

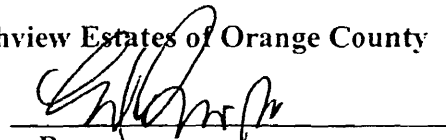
Date: _____


Lari-Sue McDermott

Highview Estates of Orange County

Date: _____

PURCHASER:


By: _____

RIDER TO CONTRACT

RONALD M. McDERMOTT & LARI-SUE McDERMOTT, as Sellers
HIGHVIEW ESTATES OF ORANGE COUNTY, INC., as Purchaser

Notwithstanding anything to the contrary in the printed portion of the contract, the parties specifically agree as follows:

1. The parties acknowledge that the purchaser shall have the obligation to process through the Town of New Windsor an application for a variance on the property. The seller specifically agrees to execute such documents as may be required by the Town in order for the purchaser to process the application for approval.

2. The cost of the approvals from the Town of New Windsor shall be solely borne by the purchaser.

3. The parties acknowledge that the approvals by the Town of New Windsor are beyond the control of the purchaser and accordingly the transfer of the property shall actually occur within two weeks of the purchaser's receipt of the approval from the Town of New Windsor.

4. If for any reason the purchaser fails to acquire the premises, purchaser agrees that all engineering in connection with the variance shall be turned over to the seller at no cost.

5. This contract is further subject to the ability of the purchaser herein to confirm that a building permit can be obtained for the construction of a four-bedroom single-family dwelling on the premises to be conveyed hereunder.

6. This agreement is subject to there being no covenants, easements or restrictions of record limiting or prohibiting construction of a single-family dwelling on the premises to be conveyed.

CONSENT OF THE LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 2nd day of October, nineteen hundred and eighty-six, BETWEEN WILLIAM F. DOUGHERTY, JR., residing at 88 Merline Avenue, New Windsor, New York, 12550

party of the first part, and RONALD M. McDERMOTT and LARI-SUE McDERMOTT, residing at 153 North Street, Newburgh, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN AND NO/100 (\$10.00)----- dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange and State of New York, being known and designated as Lot Nos. 397 and 398 and shown on a map entitled, "City Park" dated 16 August 1909 and filed in the Orange County Clerk's Office on 30 August 1909, also including Lot nos. 161, 162 and the northeasterly 25' of Lot No. 163 from a map entitled, "Clancy Terrace" dated 13 November 1915 and filed in the Orange County Clerk's Office on 7 February 1916 as Map #645 and being more particularly described as follows:

Beginning at a point on the northwesterly line of Merline Avenue, said point being, S 44° 20'W 210.0' along the said line of Merline Avenue from an iron rod found at the corner of Lot Nos. 405 and 406, from aforesaid "City Park"; and running thence, along the line of Merline Avenue S 44° 20'W 60.0' to a point; thence, leaving the line of Merline Avenue and along the division line of Lot Nos. 396 and 397, N 45° 40' W 100.06' to a point on the division line of aforesaid filed maps; thence, along said division line, S 44° 20'W 5.56' to an iron pin in concrete found; thence, leaving said division line and through Lot No. 163 from aforesaid "Clancy Terrace", N 45° 40'W 100.0' to an iron pin in concrete found on the south-easterly line of Myrtle Avenue; thence, along the said line of Myrtle Avenue N 44° 20'E 70.0' to an iron pin in concrete found; thence, leaving the line of said Myrtle Avenue and along the division line of Lot Nos. 160 and 161, S 45° 40' E 100.0' to an iron pipe in concrete found on the division line of aforesaid filed maps; thence, along said division line, S 44° 20'W 4.44' to a point; thence, along the division line of Lot Nos. 398 and 399, S 45° 40'E 100.06' to the point or place of beginning.

Subject to any grants, easements and right-of-ways of record if any.

BEYOND premises conveyed to William F. Dougherty, Jr., and Susan M. Dougherty, his wife by deeds.

(1) dated August 25, 1948, recorded August 27, 1948 in Liber 1096 cp. 183;

2558 to 258

My 334800
SECT. 15
BLK. 4
LOTS 8 and
30

(2) dated November 15, 1950 recorded September 22, 1951 in Liber 1209 cp. 139;

(3) dated June 4, 1965, recorded June 21, 1965 in Liber 1716 cp. 635.

EXCEPTING from said deed of Liber 1716 cp. 635 a five-foot strip from a portion of said premises as said excepted piece is described in deed William F. Dougherty, Jr. and Susan Marie Dougherty, his wife, to Arthur D. and Clara Mott, dated November 24, 1967, recorded November 27, 1967, in Liber 1782 cp. 823.

Said Susan Marie Dougherty having died August 30, 1985, a resident of Orange County, New York, survived by her husband, William F. Dougherty, Jr., instant grantor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

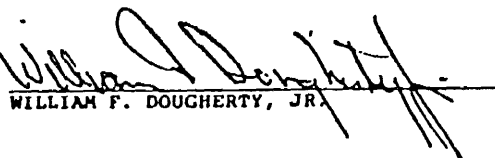
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


WILLIAM F. DOUGHERTY, JR.

STATE OF NEW YORK, COUNTY OF ORANGE
On the 2nd day of October 19 86, before me
personally came
WILLIAM F. DOUGHERTY, JR.,

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.


Notary Public

HERALD FIEDLMAN
Notary Public, State of New York
Residing in Orange County
Commission Expires March 24, 1987

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No.
that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No.
that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

Mortgage and Sale Deed
WITH COVENANT AGAINST COARTON'S ACTS
Title No.
WILLIAM F. DOUGHERTY, JR.

TO

RONALD M. MC DERMOTT and
LARI-SUE MC DERMOTT

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Robert J. ...

STATE OF NEW YORK, COUNTY OF ORANGE
I, MARION S. MURPHY, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY
COURTS, ORANGE COUNTY, DO HEREBY CERTIFY THAT I HAVE COMPILED THIS COPY WITH
THE ORIGINAL THEREOF ~~FILED~~ RECORDED IN MY OFFICE ON 10-7-86
AND THE SAME IS A CORRECT TRANSCRIPT THEREOF.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

7-29-87 *Marion S. Murphy*
COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS, ORANGE COUNTY

Reserve this space for use of Recorder of Deeds
370-180
DATE
OCT 7 1986
TAX
COUNTY
6693

2558 PC 291

Orange County Clerk

Filed on the 10th day of October 1986

at 12:00 PM

at page 2

and Examined

Marion S. Murphy

370-
17-
5-



**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE



11-10-03

Date

Application Type: Use Variance ☐ Area Variance ☒

Sign Variance ☐ Interpretation ☐

I. **Owner Information:**

Phone Number: ()

Ronald & Larisue McDermott Fax Number: ()

(Name)

88 Merlin Avenue New Windsor, NY 12553

(Address)

II. **Purchaser or Lessee:**

Phone Number: (914) 447-0235

Highview Estates of Orange Co Fax Number: (845) 496-0667

(Name)

PO Box 286 Saugbury Mills, NY 12577

(Address)

III. **Attorney:**

Phone Number: (845) 928-9444

Steve Reineke Fax Number: ()

(Name)

11 Abrams Rd, PO Box 244 Central Valley, NY 10917

(Address)

IV. **Contractor/Engineer/Architect/Surveyor/:**

Phone Number (845) 361-4700

Daniel P. Vanosh Fax Number: (845) 361-4722

(Name)

2194 Route 302 ; PO Box 320 Circleville, NY 10919

(Address)

V. **Property Information:**

Zone: R-4 Property Address in Question: Myrtle Ave

Lot Size: 0.16 acres Tax Map Number: Section 15 Block 4 Lot 30

a. What other zones lie within 500 feet?

b. Is pending sale or lease subject to ZBA approval of this Application? pending

c. When was property purchased by present owner?

d. Has property been subdivided previously? N/A If so, When: N/A

e. Has an Order to Remedy Violation been issued against the property by the Building/Zoning/Fire Inspector? NO

f. Is there any outside storage at the property now or is any proposed? no

****PLEASE NOTE:*****

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.

02-70

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE - continued

VIII. AREA VARIANCE:

Area Variance requested from New Windsor Zoning Local Law,

Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	7,000 ft ²	8,000 ft ²
Min. Lot Width _____	70 ft	30 ft
Reqd. Front Yd. _____	30 ft	5 ft
Reqd. Side Yd. _____		
Reqd. Rear Yd. _____	30 ft	10 ft
Reqd. St Front* _____		
Max. Bldg. Hgt. _____		
Min. Floor Area* _____		
Dev. Coverage* _____		
Floor Area Ration** _____		
Parking Area _____		

*Residential Districts Only

**Non-Residential Districts Only

PLEASE NOTE:

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.

02-70

**TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS**

APPLICATION FOR VARIANCE - continued

- IX. In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

After reading the above paragraph, please describe why you believe the ZBA should grant your application for an Area Variance:

lot was originally approved
building lot but due to current zoning revisions,
we do not conform to zoning requirements.

PLEASE NOTE:

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.

02-70

XII. ADDITIONAL COMMENTS:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaped, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Property will remain the same except for the removal of one or two trees to construct single family dwelling

XIII. ATTACHMENTS REQUIRED:

- ☐ ~~Copy of referral from Building /Zoning Inspector or Planning Board.~~
- ☐ ~~Copy of tax map showing adjacent properties.~~
- ☒ Copy of contract of sale, lease or franchise agreement. Copy of deed and title policy.
- ☐ Copy of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☐ Copies of signs with dimensions and location.
- ☒ Three checks: (each payable to the TOWN OF NEW WINDSOR)
- ☐ One in the amount of \$ 300.00, (escrow)
- ☐ One in the amount of \$ 50.00, (application fee)
- ☐ One in the amount of \$ 25.00, (Public Hearing List Deposit)
- ☒ Photographs of existing premises from several angles.

1/14/03

XIV. AFFIDAVIT.

Date:

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/her information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Robert I Biagini
(Applicant Signature)

Sworn to before me this 14th day of January

JENNIFER MEAD
Notary Public, State Of New York
No. 01ME6050024
Qualified in Orange County
Commission Expires 10/30/2006

Robert I Biagini
(Please Print Name)

THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.

02-70

APPLICANT/OWNER PROXY STATEMENT
(for professional representation)

for submittal to the:
TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS

Ronald + Larisue McDermott, deposes and says that he resides
(OWNER)
at 88 Merline Avenue in the County of Orange
(OWNER'S ADDRESS)
and State of New York and that he is the owner of property tax map
(Sec. _____ Block _____ Lot _____)
designation number (Sec. 15 Block 4 Lot 30) which is the premises described in
the foregoing application and that he authorizes:

(Applicant Name & Address, if different from owner)

Highview Estates of Orange County; PO Box 286 Salisbury Mills, NY
(Name & Address of Professional Representative of Owner and/or Applicant) 12577

to make the foregoing application as described therein.

Date: 1-13-03

Ron McDermott
* Lari-Sue McDermott
Owner's Signature (MUST BE NOTARIZED)

Sworn to before me this 13 day of
January 2003

MELISSA J. BULEY
Notary Public, State of New York
Qualified in Orange County
No. 01BU030034
Commission Expires August 30, 2005

Applicant's Signature if different than owner
Elaine J. Dely
Representative's Signature

****PLEASE NOTE:**

ONLY OWNER'S SIGNATURE MUST BE NOTARIZED.

02-70